STATE OF ALASKA REQUEST FOR PROPOSALS

LARGE CLASS PATROL VESSEL BUILD

RFP **2027-1200-0113**

ISSUED NOVEMBER 9, 2026

CONSTRUCTION OF A LARGE CLASS PATROL VESSEL

ISSUED BY:

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Public Safety, Division of Alaska Wildlife Troopers, is soliciting proposals for a shipyard to build a large class patrol vessel, which will be utilized for law enforcement throughout Alaskan waters.

SEC. 1.02 BUDGET

The state has already appropriated and identified $8,500,000.00 for this contract, any additional funds of a contract resulting from this RFP are contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:30 p.m. prevailing Alaska Standard Time on November 30, 2026, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Successfully manufactured a minimum of three steel hull vessels with an aluminum house of a minimum 75 feet

Offerors are required to provide a minimum of three examples of successful new vessel construction projects within the last 20 years to demonstrate experience. Priority will be given to projects that are similar to the desired vessel (as described above). Proof of prior experience must include [pictures, drawings, progress reports, etc.] and must be included with the offeror's proposal in order to be considered responsive. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: Jason Monkelien – PHONE (907) 269-5582 – jason.monkelien@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one copy of their proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **dps.das.solicitations@alaska.gov** as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at (907) 269-5582 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.09 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		November 9, 2026
Pre-Proposal Conference	10:00 a.m.	November 12, 2026
Deadline for Receipt of Proposals / Proposal Due Date	4:30 p.m.	November 30, 2026
Proposal Evaluations Complete		Week of December 7, 2026
Notice of Intent to Award		December 11, 2026
Contract Issued		December 22, 2026

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Public Safety, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 PRE-PROPOSAL TELECONFERENCE

A pre-proposal teleconference will be held at 10:00 a.m., Alaska Standard Time, on October 29, 2026, via MS Teams. The purpose of the teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may request the Pre-Proposal Teleconference invite from the procurement officer or join with the following information:

MEETING ID: 281 351 771 742 574 1 Passcode: CA78j7NH

PHONE NUMBER: 1-907-202-7104,374172926# PHONE CONFERENCE ID: 374 172 926#

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Introduction:

The Alaska Department of Public Safety (DPS) is a full-service police and public safety entity which conducts traditional police duties, enforcement of fish and wildlife laws (sport and commercial), search and rescue operations, and other State of Alaska departmental support. Due to the vast size and generally roadless nature of the DPS area of responsibility, numerous unique conveyances are required to carry out required duties. These conveyances include hundreds of motor vehicles, numerous off-road vehicles of various types, approximately four dozen aircraft of varying capacity, and approximately 91 water borne vessels to include three "large class" vessels.

Pertinent Background Information:

The largest of the three, the Patrol Vessel (PV) Stimson, is a 156-foot converted commercial fishing vessel based out of Kodiak, Alaska. It provides the aforementioned services primarily in the Alaskan gulf coast waters of the Pacific Ocean and the Bering Sea. The second is the PC Cama'i, a 70-foot catamaran hull purpose-built vessel primarily utilized around Kodiak Island and portions of the Alaska Peninsula. The third vessel, the PV Enforcer, came into service with the DPS in 2006, and was based in Juneau, Alaska. Its primary duty in Southeast Alaska was to support multi-day commercial fishing and guided hunting enforcement, as well as sport fishing and hunting enforcement activities and investigations. The vessel also supported Search and Rescue operations, disaster response, and traditional police/public safety services. The Enforcer was a purpose-built steel construction single displacement hull vessel, 84 feet in length with a 27-foot beam. The vessel was plagued with major damage incidents during construction and suffered from significant design and engineering faults which required post-delivery alteration to successfully accomplish sea trials. Additionally, it was realized throughout its service life that dramatically inferior materials were utilized during its assembly. In 2023, after 17 years in service, DPS divested of the PV Enforcer, however, the need for like-vessel remains.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Public Safety, Alaska Wildlife Troopers, are soliciting for a shipyard to construct a new large class Patrol Vessel with sea-keeping abilities required for Alaskan waters. The vessel shall be built to the specifications identified in Attachment One: Technical Specifications and delivered to the State free and clear of all liens, claims, encumbrances, and mortgages of any nature.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately December 22, 2026, for two years until completion, approximately December 31, 2028. Any extension requests due to circumstances outside the offeror's control must be submitted to the state 30 days prior to the end of the contract with a narrative explanation of the delay. Any extension approval is at the sole discretion of the State of Alaska.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 CONSTRUCTION SCHEDULE

Offeror shall, at its expense, provide a detailed construction schedule for the Vessel within 30 business days of the execution of an agreement resulting from this solicitation. The construction schedule shall be provided using a graphic format and project in detail the construction of the Vessel on at least monthly basis or as requested, identifying dates for specific work items and major areas and components, dates for the delivery of State-furnished equipment to Offeror, and the names of all suppliers, vendors and subcontractors to be utilized, along with updated progress, labor and purchase summaries respecting the Vessel.

The construction schedule shall clearly identify the stage, milestone or percentage of progress to be completed with respect to each monthly Progress Payment amount as well as float within each such activity, month and the project's critical path.

The construction schedule shall be considered fixed as to the dates for final tests/trials and Completion Date but shall be updated weekly by Offeror as described above, and to note the actual progress of construction which has occurred to that date.

No such update to the construction schedule shall change the date for tests/trials or the Completion Date, which may be changed only through a separate change order signed by both parties.

SEC. 3.04 ACCESS AND INSPECTION

State and its representative(s) shall have the right to inspect the Vessel during normal working hours, and at other times upon prior notification by State, provided that such inspection shall not unreasonably interfere with Offeror's work on the Vessel. State and its representatives shall be entitled to inspect the Vessel and all materials, parts, fabrications, gear and outfitting relating to the Vessel.

No such inspection by State and/or its representative, including any comments or recommendations, shall waive or decrease Offeror's responsibilities, warranties and obligations under this Agreement, or increase State's responsibilities under this Agreement, but State shall promptly notify Offeror of any defect, deficiency or deviation from this Agreement, including the Technical Specification, of which it becomes aware.

SEC. 3.05 DELIVERABLES

The contractor will be required to provide one completed vessel underway to a negotiated location, after meeting the specifications identified in Section 3.01 Scope of Work and Attachment One: Technical Specifications, including passing all regulations and sea trials. Inter-port cost will be determined after delivery location is decided. The awarded contractor will charge back delivery cost to the state as a separate item on the State's invoice. These charges must be billed as a pass-through charge.

SEC. 3.06 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.07 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.08 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Public Safety or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of $1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.09 LOCATION OF WORK

The location of the work is to be performed, completed, and managed is at the offeror's place of business.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.10 ACQUISITION OF MATERIAL

- **Source of Supply and Quality**

Offeror is responsible for procuring, and delivering to the construction site, all materials, components, and equipment necessary to construct and complete the Vessel, except for those items which are specifically identified as State-furnished equipment in the "Material List" of the Contract Documents, which items shall be separately provided by State. All equipment, materials, and articles incorporated in the Vessel are to be new, of current production, of the specified or most suitable grade of their respective kinds for the purpose. Upon request, Offeror shall furnish to State with the name of the manufacturer of machinery, mechanical and other equipment which Offeror contemplates incorporating in the work, together with their performance capacities and other pertinent information.

State shall acquire title to all materials, components, machinery, parts, gear, and outfitting purchased for and/or relating to the construction of the vessel. Notwithstanding that the State shall acquire title as set forth above, however, all risk of loss/damage to and duty to insure such items and the Vessel shall remain solely with the Offeror until the Vessel has been delivered to and accepted by the State, as set forth in this agreement.

- **Purchase Order Approval**

Any Offeror furnished materials that are not specifically noted in Attachment One – Technical Specifications shall be subject to the following. In these instances, Offeror shall work with the vendor to obtain detailed specifications, drawings (if applicable) and a cost of each item. Then this information shall be sent to State for review and approval, as to compliance with the applicable Contract Documents, prior to Offeror agreeing to purchase the item. This information shall be supplied to State sufficiently in advance of any fabrication and/or shipment deadline so as to not cause any delay. No such review and/or approval by State shall increase any responsibility of State o decrease any responsibility of Offeror under this Agreement.

- **State Furnished Equipment**

The State-furnished equipment is called out in the "Material List" of the Contract Documents. Offeror shall at its expense assemble, properly install, incorporate and make operational all State-furnished equipment. State will not approve Change Orders for installation issues regarding State-furnished equipment unless the Offeror can clearly document such equipment is substantially different than specified in the Contract Documents or is clearly deficient or broken.

State-furnished equipment will be delivered to Offeror in time for orderly installation and incorporation into the Vessel. Within fifteen days after the execution of an agreement resulting from this solicitation, Offeror shall provide State with a schedule of reasonable dates by which Offeror will require delivery of State-furnished equipment and shall keep State advised well in advance of any change in these dates.

State-furnished equipment will be delivered or made available to Offeror at the shipyard where the Vessel is being constructed. Offeror shall receive, transport, inspect for transit damage, check for agreement with bills of lading, insure, protect during construction, provide secure storage for, and install aboard the Vessel, any State-furnished equipment. An inventory of State-furnished equipment, as received by the Offeror, shall be provided weekly to State. The cost of handling and placing all State-furnished equipment and materials after they are delivered to Offeror shall be for Offeror's account and considered part of the Purchase Price.

State-furnished equipment shall be temporarily stored in Offeror's warehouse until time of installation. All material and equipment shall be handled and stored in such a manner as to prevent damage from careless handling, exposure to elements, or any other cause.

Offeror shall be held responsible for all State-furnished equipment delivered to Offeror. State may reject, for use on the Vessel, any State-furnished equipment which is damaged, improperly stored or handled by Offeror. State-furnished equipment or material which is damaged through improper storage or handling, or any shortages of deficiencies in State-furnished equipment or materials, shall be properly remedied and/or replaced with new materials at Offeror's risk and expense.

- **Or-Equal Substitution**

Offeror may submit written requests for substitution of materials to State for approval. Written requests for substitution of materials shall be submitted three weeks in advance of proposed order date. The request shall include all relevant data establishing equality or superiority of the substitute as it relates to the following:

A. Performance, size, weight and durability characteristics;
B. Requisite regulatory body approvals;
C. Availability of parts and service in Alaska or the Pacific Northwest;
D. Service history/records of the proposed item;
E. Names of firms which have the item in similar service;
F. An analysis of the effect on vessel weight, center of gravity and stability; and
G. Other salient technical data germane to a comparative analysis.

Offeror shall provide a statement in the request for substitution that no increase in the Purchase Price and/or delays will be incurred as a result of the substitution. Written quotes from the "specified" and proposed "or equal" vendors shall be provided. In the case where the proposed "or equal" results in a cost savings, such savings shall be cited in the request for substitution and credited to State if the request is approved, with a Change Order to be executed by the parties confirming the same.

State will provide a written determination regarding the request for use of the "or equal" item. State's determination shall be considered final. Rejection of the Offeror's proposed "or equal" will not be grounds for any additional cost, time or schedule delay or schedule impact.

For use of an "or equal" item to be considered approved, it must have unambiguous written approval of State. It shall be Offeror's responsibility to design, integrate, test and incorporate the "or equal" item in the work. All costs incurred as a result of the substitution shall be at Offeror's expense unless otherwise agreed pursuant to a Change Order executed by both parties. Any dispute regarding a substitution shall be immediately resolved pursuant to Section 28, below.

- **Asbestos, Lead, and other Hazardous Materials**

Under no circumstances shall Offeror purchase or install hazardous materials in the Vessel. These materials may include (but are not limited to): asbestos containing material (ACM), paint containing heavy metals such as zinc chromate and lead (HMCP), and coal tar epoxies. Offeror shall be solely responsible for and indemnify State of and from (including legal fees and litigation costs) all loss, damage, expense, fine, penalties and liability, (including but not limited to those respecting remediation, disposal, health testing of personnel, etc.) due to hazardous materials found incorporated/installed in the Vessel.

SEC. 3.11 PROTECTION OF PERSONNEL, VESSEL, AND MATERIALS

- **Safety and Security**

Offeror shall provide and maintain adequate security throughout the period of construction and continuing through delivery and final acceptance of the Vessel.

Offeror shall submit for approval and explain their Safety and Security Plan to State during the first meeting and before on-site work begins. Plan shall include procedures for protecting the Vessel from fire risk, protecting Vessel materials and equipment from theft, and providing a safe working environment for all personnel. The same shall be provided for State-furnished equipment.

The name(s) and telephone number(s) of Offeror's safety representative(s) and emergency contacts such as ambulance, physician, hospital, fire department, and police shall be provided to State and posted, in writing, at appropriate locations at the work site prior to commencing any work.

Offeror shall keep the openings of the Vessel closed against the weather, as appropriate, to protect installed equipment. Offeror shall keep installed pipelines (and other components like: pumps, traps and tanks) drained and temporarily plugged to maintain cleanliness and avoid damaging piping or fixtures by corrosion or freezing.

Any damage caused through Offeror's neglect or failure to comply with these requirements shall be promptly repaired or replaced at Offeror's expense as required hereunder, to the satisfaction of State.

In addition, Offeror shall provide State with a copy of its COVID-19 community and workforce protection/mitigation plan upon execution of this Agreement, and updates thereafter as such may be developed.

- **Welding, Hotwork, and Gas-Freeing**

Offeror shall ensure that all spaces and areas requiring hotwork or personnel entry are safe for hotwork and/or entry in accordance with shipyard procedures and applicable regulations. In conjunction with this responsibility, Offeror shall obtain and maintain the gas-free certifications for the affected spaces and areas and post the necessary hazard warnings and "Safe for Hotwork" and "Safe for Entry" signage at entrances to the tanks, voids and other work areas. Copies of gas-free certificates shall be provided to State.

- **Hull Protection**

  Rigid control of welding and grounding shall be maintained for the protection of the hull, its systems and appendages. Control shall be maintained during the entire time the Vessel is in the custody of Offeror, whether waterborne or on land.

To ensure proper protection of the Vessel, the following minimum requirements shall be adhered to:

A. Any welding power source used on the Vessel shall not be used for any other vessel or structure.
B. Ground (return) cables attached to the Vessel shall not be grounded to any other vessel or structure.
C. All welding cables, electrodes and grounds shall be completely insulated and rigged in such a manner as to preclude any contact with water.
D. Grounding lugs shall be tightly secured to grounding plates and contact surfaces shall be thoroughly cleaned to base metal.
E. When the Vessel is waterborne any welding operations must be performed with the welding equipment located on board the Vessel. Shore based units are not to be used with the Vessel waterborne.

- **Launching and Hauling**

Offeror shall be responsible for the safe launching, hauling, lifting, and movement of the Vessel. In the case of launching, hauling, and movement across land, Offeror shall provide a plan of action to State for approval prior to the event, stating specifically the equipment to be used, loads placed on the Vessel, allowable equipment loads, and factors of safety.

In the case of lifting or moving the Vessel by a device not solely designed and dedicated to the lifting of marine vessels (like a crane or railroad), Offeror shall provide a suitable plan of action, stating specifically the equipment to be used, loads placed on the Vessel, allowable equipment loads, and factors of safety, stamped by a professional engineer.

This plan shall also include the rating and condition of all specific lifting and rigging gear and moving components, a calculation of stress in the Vessel's hull and structure, and a drawing showing the location of lifting gear in relation to the Vessel's hull and structure.

Failure to provide adequate and timely lifting/moving plans, information, calculations, and drawings shall be considered a default and breach under this Agreement.

- **Material Protection**

Offeror shall be responsible for the protection, during the work and up through final delivery to acceptance of the Vessel by State, of all material and equipment intended for use and installed aboard the Vessel. Once State-furnished equipment and materials are delivered to Offeror, proper storage and handling is the responsibility of Offeror.

Due consideration shall be given to the nature of the item during handling, storage, and protection. Materials shall be stored in accordance with manufacturer's instructions, including any specified temperature and humidity constraints. Products stored in an exterior location shall be placed on blocking or skids to prevent soiling or staining.

Offeror shall cover products subject to damage or deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.

All materials shall be protected from theft. Loss of materials from theft shall be Offeror's responsibility.

The storage of long lead time items, such as main engines and generators, shall be specially addressed by Offeror to the satisfaction of State. Ideally, these items should remain at the vendor's heated warehouse until they are needed at Offeror's facility.

Installed materials shall be protected as necessary from damage resulting from natural elements, traffic, and subsequent construction. All materials, equipment, deck surfaces, bulkhead mounted items, carpeting/tile, and all painted surfaces shall be specifically protected from welding and cutting, movement of workers through the space, and painting through the use of suitable blankets, hardboard, or thick plastic coatings. Protective measures shall be established by Offeror and provided to State in advance.

SEC. 3.12 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in **Sec. 1.04 Prior Experience**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list did not have a valid Alaska business license prior to award and it is required, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP. Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

SEC. 3.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.15 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract’s intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Public Safety or the Commissioner's designee.

SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.19 REGULATORY REQUIREMENTS

Offeror is responsible for constructing and delivering the Vessel in conformity with all applicable regulatory and classification requirements including without limitation those identified in the

Contract Documents. Offeror is cautioned that the Contract Documents (specification and drawings) do not repeat or call out specific regulatory requirements. It is Offeror's responsibility to follow the Contract Documents and be knowledgeable of applicable regulatory rules and requirements.

The cost and expense of regulatory approvals during the course of construction shall be for the account of Offeror and deemed included in the Total Price. In general, correspondence with regulatory agencies and/or classification societies should be conducted by State, or by Offeror after specific advance State approval. State must be promptly notified and provided with copies of all regulatory correspondence, including as to any verbal discussions with inspectors, the Coast Guard and/or Class Society. Letters or emails from regulatory agencies and/or Class Society must be immediately sent to State.

Any change in regulatory, classification or other requirements applicable to the Vessel, occurring or promulgated after the execution of this Agreement but before State accepts delivery of the Vessel, shall be promptly addressed by Offeror and State and if necessary, a revised scope of work will be established and a Change Order will be executed by the parties confirming the same.

SEC. 3.20 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.21 INSURANCE REQUIREMENTS

3.22.1 *General Requirements*: The provisions of this Subsection apply to all insurance coverages that Contractor must procure and maintain under the Contract.

(a) Contractor must procure and maintain all insurance identified in this Subsection from insurance companies that are duly licensed and authorized to issue insurance policies for the required limits and coverages in the state(s) where the project is located.

(b) All insurance policies, including insuring forms and underwriting security, that Contractor intends to furnish to satisfy the requirements of this Contract are subject to the Department's prior review and approval.

(c) Within 15 days of the Notice of Intent to Award, Contractor must deliver to the Department, with copies to each named insured and additional insured (as identified in this Section or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained

and is maintaining the policies, coverages, and endorsements required by the Contract. The certificate must include the following language:

> This statement certifies that the policies identified herein comply with all aspects of the insurance requirements of RFP 2027-1200-0113 Large Class Patrol Vessel Build. The insurance carrier agrees that it will notify the Alaska Department of Transportation & Public Facilities, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

(d) Upon request by the Department or any other named insured, Contractor shall furnish other evidence of such required insurance, including copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may redact any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

(e) The Department's failure, if any, to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or to identify a deficiency in Contractor's compliance does not constitute a waiver of Contractor's obligation to procure and maintain such insurance.

(f) If Contractor does not procure or maintain all of the insurance required by the Contract, it shall immediately notify the Department in writing of: (i) a failure to purchase before the start of the Work and (ii) a pending failure to maintain prior to any change in the required coverage.

(g) If Contractor fails to procure or maintain required insurance, or if it fails to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy, then the Department may, at its election, withhold payment to Contractor until Contractor cures the issue or exercise the Department's termination rights under Section 13 of the General Conditions for Vessel Construction.

(h) Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, the Department may elect to obtain equivalent insurance to protect its interests at the expense of Contractor and apply a set-off to any monies owed Contractor.

(i) The Department does not represent that insurance coverage and limits established in this Contract will be adequate to protect Contractor or Contractor's interests.

(j) The insurance and insurance limits required herein are not a limitation on Contractor's liability to the Department and other individuals and entities in the Contract.

3.22.2 *Workers' Compensation*: Contractor shall procure and maintain workers' compensation insurance affording coverage for all its employees engaged in the Work as required by Alaska law or equivalent state law in which the Vessel construction is located. Contractor is responsible for workers' compensation insurance for Subcontractors that provide services under this Contract. The coverage shall include:

(a) A United States Longshore and Harbor Workers' Act endorsement, and a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of $10,000,000 if the Work involves activity on or about navigable waters; and

(b) A waiver of subrogation against the Department with regard to all workers' compensation claims.

3.22.3 *Marine/Commercial General Liability Insurance*: Contractor shall procure and maintain Marine General Liability insurance with coverage of not less than $25,000,000 per occurrence, to include premises and operations, independent contractors, products/completed operations, and contractual obligations, including the duty to defend, indemnify, and hold harmless obligation set forth in the Contract Documents. This policy must include the following coverages/provisions:

(a) Wharfinger's Liability;

(b) Stevedore's Liability;

(c) Ship Repairer's Liability;

(d) Watercraft exclusion deleted; and

(e) Standard ISO contractual liability.

3.22.4 *Automobile liability*: Contractor shall procure and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle that Contractor uses in the performance of services under the Contract. The automobile liability policy must have combined single limits of not less than $10,000,000 per occurrence.

3.22.5 *Pollution liability insurance*: Contractor shall procure and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. The policy must provide coverage of not less than $25,000,000 per occurrence.

3.22.6 *Additional insureds*: Contractor's marine/commercial general liability, automobile liability, and pollution liability policies must include and list as additional insureds State of Alaska, Department of Transportation; include coverage for the Department's officials, employees, agents, consultants, and subcontractors and of any additional insureds; and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

3.22.7 *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor is responsible for procuring and maintaining applicable professional liability insurance with an extended reporting period of two years and annual policy limits of not less than $5,000,000 per claim/$5,000,000 policy aggregate. This insurance must provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. Contractor shall maintain the coverage throughout the duration of the Contract and for a minimum of two years after the Department's operational acceptance of the Vessel. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this Section may be satisfied through the Subcontractor's procurement and maintenance of such insurance.

3.22.8 *General Terms*: The policies of insurance required by this Section must:

(a) Include at least the specific coverages provided in this Section;

(b) Be written for not less than the limits of liability provided in this Section or required by Regulatory Requirements, whichever is greater;

(c) Be primary to all insurance secured or maintained by the State of Alaska, its departments, divisions, agents, employees, and affiliates, volunteer organizations, individual volunteers, and all other persons acting at the request of or in conjunction with the State through self-insurance or otherwise;

(d) Contain a provision or endorsement by which the insurer agrees it will not cancel, materially change, or refuse renewal of its issued coverage unless it has provided the Department with 30 days prior notice of such proposed course of action;

(e) Remain in effect at least until the Department's acceptance of the Vessel following completion of the Work and at all times thereafter, including any vessel transfer, delivery voyage, and when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation or returning to the Vessel to conduct other tasks arising from the Contract; and

(f) Be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

3.22.9 The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

SEC. 3.22 BUILDERS RISK INSURANCE

At its own expense, the Department will purchase and maintain Builders Risk insurance until operational acceptance of the Vessel.

3.23.1 Any deductible under the coverage shall be responsibility of Contractor, up to the total vessel contract price for each loss except for theft or disappearance of Material or Equipment, the entire cost of which shall be at Contractor's sole expense.

3.23.2 The Department will include Contractor, Subcontractor, and identified sub-tier subcontractors as additional insureds as their interest may appear at the time of a loss. Property of Contractor, Subcontractor, and sub-tier subcontractor that is not to be incorporated into the Work will not be insured under the Builders Risk policy.

SEC. 3.23 TERMINATION FOR DEFAULT

a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate

completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.

b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

A. the laws of the State of Alaska;

B. the applicable portion of the Federal Civil Rights Act of 1964;

C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

E. all terms and conditions set out in this RFP;

F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide a narrative description of the organization of the project team assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide the experience listed in SEC 1.04 of this document.

SEC. 4.04 CONSTRUCTION MANAGEMENT PLAN

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Proposals must include an abbreviated project schedule with major milestones identified for key vessel construction events, major equipment acquisitions, major testing events, and key contract dates.

SEC. 4.05 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.06 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

1) Proposals will be assessed for overall responsiveness and responsibility. Proposals deemed non-responsive or non-responsible will be eliminated from further consideration.
2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	**Weight**
Responsiveness	Pass/Fail

Qualifications Criteria	**Weight**
Experience and Qualifications	25
Construction Management Plan	15
Total	40

Cost Criteria	Weight
Cost Proposal	50
Total	50

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	10
Total	10

TOTAL EVALUATION POINTS AVAILABLE: 100

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through the maximum points per section. Using only whole numbers, PEC members should start with a median score on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\textbf{Offeror Total Score}}{\textbf{Highest Total Score Possible}} \times \textbf{Max Points} = \textbf{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (25%)

Proposals will be evaluated against the questions set out below:

1) Do the individuals assigned to the project have experience on similar projects?
2) Did the offeror include a minimum of three examples of previous projects that demonstrate workmanship similar to that which is required for this project?
    a) Are the examples provided similar to the design of the contracted vessel?

SEC. 5.05 CONSTRUCTION MANAGEMENT PLAN (15%)

Proposals will be evaluated against the questions set out below:

1) How well has the offeror identified pertinent issues and potential problems related to the project?
2) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide and the required time schedule?
3) Does the proposal include a major milestone schedule that demonstrates an understanding of the State's timeline?
4) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
5) How well does the management plan illustrate the lines of authority and communication?
6) Has the offeror gone above and beyond the minimum tasks necessary to meet the objectives of the RFP?

7) Does the construction management plan give the State the best possible understanding of how the contractor proposes to construct the vessel and what components will be used?

SEC. 5.06 CONTRACT COST (50%)

Overall, a minimum of 50% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

Example (Max Points for Contract Cost = 400):

Step 1
List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	$40,000
Offeror #2	$42,750
Offeror #3	$47,500

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case $40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

*$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $42,750 cost of Offeror #2's proposal = **374.3***

Offeror #3 receives 336.8 points.

$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $47,500 cost of Offeror #3's proposal = **336.8**

SEC. 5.07 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

Determine the number of points available to qualifying offerors under this preference:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points	
Offeror #2	840 points	(740 points + 100 points)
Offeror #3	**900 points**	**(800 points + 100 points)**

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state

reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 QUALITY OF WORK

All work shall be performed:

a) to the standards of good ship building practice, or better
b) to the applicable regulatory standards,
c) in accordance with and to the standards required by this RFP and the resulting Contract.

All work shall be sufficient to ensure that the requisite integrity and strength are obtained, exposed surfaces are smooth, proper fit and alignment are accomplished, and stress concentrations are minimized.

Defects, including non-compliance with the Contract Documents or other indications of lack of work quality, appearing at any stage of construction shall be cause for rejection of the item or work in question even if the item or work had been previously approved as satisfactory. Offeror shall promptly remove and repair any areas of rejected work, to an acceptable quality of work standard, at no additional cost to State. Any dispute regarding defects during the course of construction shall be promptly resolved pursuant per contract.

SEC. 6.05 DOCUMENTATION

State shall establish a documentation file with the U.S. Coast Guard for the Vessel following commencement of construction, with Offeror to cooperate.

If the State wishes to perfect a security interest in the Vessel and/or its components, parts, equipment, fabrications, gear, etc. prior to delivery and either in lieu of or in addition to a mortgage, Offeror hereby grants State and State's lender a first position security interest upon the Vessel and its components, parts, equipment, fabrications, gear, and anything incorporated into the Vessel, at State's discretion, and Offeror shall cooperate with State in the filing of UCC financing statements and obtaining subordination agreements from Offeror's lenders to accomplish the foregoing.

Upon completion, sale and delivery to State, Offeror shall execute a USCG Bill of Sale or Offerors Certificate, transferring title of the Vessel to State, as above.

SEC. 6.06 DESIGN, PLANS, DRAWINGS, ETC.

Offeror shall have no rights to the Technical Specification and the Contract Design and the lofted parts of the vessel, other than a limited term license for purposes of constructing the Vessel under this Agreement. In addition, all plans, drawings, working drawings, shop detail drawings, "as built" drawings, electronic files, or intellectual property produced by Offeror in the course of construction of the Vessel shall be deemed sold and all rights of sole ownership thereto transferred to State hereunder and as a part of the purchase price. Offeror shall keep all such information confidential at all times, and Offeror may utilize the foregoing items exclusively for the purpose of constructing the Vessel; upon completion and delivery of the Vessel all of the foregoing and all copies thereof shall be returned and delivered to State; Offeror shall not thereafter use or reproduce any such items or information for any purpose whatsoever without State's prior written consent, which consent may be withheld at the absolute discretion of State. Offeror acknowledges and agrees that any breach of the foregoing may cause damages the amount of which may be difficult to predict or calculate, and that State shall therefore be entitled to all available remedies hereunder, at law or in equity, including right to injunction and specific performance.

SEC. 6.07 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.08 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.09 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **Section 5. Evaluation Criteria And Contractor Selection**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.10 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held telephonically.

If the contract negotiations take place telephonically, the offeror will be responsible for the required equipment to participate in the meeting.

SEC. 6.11 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.12 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.13 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.14 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

Application Of Preferences

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.15 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

1) holds a current Alaska business license prior to the deadline for receipt of proposals;
2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;

4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.16 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed $5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

A. sole proprietorship owned by an Alaska veteran;

B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.17 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed $5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

B. has an active partnership with an entity that employs an apprentice through a program described above.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Military Skills Program Preference Certification
In order to receive the Alaska Military Skills Program Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.18 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1) Identify the provision that the offeror takes exception with.
2) Identify why the provision is unjust, unreasonable, etc.
3) Identify exactly what suggested changes should be made.

SEC. 6.19 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.20 PROPOSAL AS PART OF THE CONTRACT

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 6.21 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.22 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: https://www.state.gov/trafficking-in-persons-report/

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 6.23 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.24 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.25 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to "Record" includes all such records and the offer; any reference to "Law" includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
    a. marked information confidential;
    b. for any information marked confidential, identified the authority that makes that specific information confidential; and
    c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
    a. the State agrees that the Law protects the information; and
    b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.26 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 6.27 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion;

fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.28 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.29 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.30 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.31 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 6.32 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.

b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

1) Attachment One: Technical Specifications
2) Attachment Two: Cost Proposal (Attached Separately)
3) Offerors Information & Alaska Bidder Preference
4) Sample Notice of Intent to Award
5) Sample Standard Contract Form with Appendix A

Offeror Information

PROJECT INFORMATION

RFP NUMBER: 2027-1200-0113

PROJECT NAME: Large Class Patrol Vessel Build

OFFEROR INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name _____

Title _____

Address _____

Email _____

Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____

Name of Position 2 _____

Name of Position 3 _____

Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True | False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True | False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True | False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True | False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True | False
6	The offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.	True | False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True | False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True | False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True | False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True | False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True | False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True | False
13	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True | False
14	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True | False
15	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True | False
16	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True | False
17	Offeror certifies they comply with the laws of the State of Alaska.	True | False
18	Offeror confirms their proposal will remain valid and open for at least 90 days.	True | False

** Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below* **(add rows as necessary)**.

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest? ** Failure to answer may be grounds for disqualification.*	□ Yes □ No

If "Yes", please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This proposal must be signed by a company officer empowered to bind the company.

Printed Name _____

Title _____

Date _____

Signature _____

ALASKA BIDDER PREFERENCE CERTIFICATION
AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	□ Yes □ No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	□ Yes □ No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. 2. 3. 4. 5. 6.	

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. *AS 36.30.990(2)(E)*

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per *AS 36.30.687* and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per *AS 36.30.990(2)(A)*?

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska business license number**: Click or tap here to enter text.

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per *AS 36.30.990(2)(B)*?

☐ **YES** ☐ **NO**

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per *AS 36.30.990(2)(C)*?

☐ **YES** ☐ **NO**

If **YES**, please complete the following information:

A. **Place of Business**
Street Address: Click or tap here to enter text.
City: Click or tap here to enter text.
ZIP: Click or tap here to enter text.

"**Place of business**" is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per *2 AAC 12.990(b)(3).*

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under *AS 16.05.415(a)* per *2 AAC 12.990(b)(7).*

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per *AS 16.05.415(a)(1)*?
☐ **YES** ☐ **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per *AS 16.05.415(a)(2)*?
☐ **YES** ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per *AS 16.05.415(a)(3)*?
☐ **YES** ☐ **NO**

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per *AS 16.05.415(a)(4)*?
☐ **YES** ☐ **NO**

4) Per *AS 36.30.990(2)(D),* is your business (**CHOOSE ONE**):

A. **Incorporated** or **qualified to do business under the laws of the state**?
☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: Click or tap here to enter text.

B. A **sole proprietorship** AND the proprietor is a resident of the state?
☐ **YES** ☐ **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?
☐ **YES** ☐ **NO**

Please identify each member by name: Click or tap here to enter text.

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?
☐ **YES** ☐ **NO**

Please identify each member by name: Click or tap here to enter text.

Alaska Veteran Preference Questions:

1) Per *AS 36.30.321(F)*, is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?
☐ **YES** ☐ **NO**

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
☐ **YES** ☐ **NO**

C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

☐ **YES** ☐ **NO**

D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

☐ **YES** ☐ **NO**

Per *AS 36.30.321(F)(3)* "**Alaska veteran**" is defined as an individual who:

(A) Served in the

(i) Armed forces of the United States, including a reserve unity of the United States armed forces; or

(ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air Nations Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ **YES** ☐ **NO**

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of Click or tap here to enter text. and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

NOTICE OF INTENT TO AWARD A CONTRACT

Department of Public Safety
Division of Administrative Services
5700 E Tudor Road
Anchorage, Alaska 99507

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP DEADLINE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer**. A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
Y -- RESPONSIVE PROPOSAL
N -- NON-RESPONSIVE PROPOSAL

SAMPLE

STATE OF ALASKA

STANDARD CONTRACT FORM — GOODS AND NON-PROFESSIONAL SERVICES

The parties' contract comprises this Standard Contract Form as well as its referenced Articles and their associated Appendices

1.Contract #		2.Contract Title			
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	

This contract is between the State of Alaska,

6.Department of		7.Division		hereafter the State, and	
8.Contractor				hereafter the Contractor	
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:		Email Address			

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract

2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.

2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.

2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.

ARTICLE 3. Period of Performance: The Period of Performance for this contract begins on ???????????? and ends on ????????????. There are ???? renewal options available under this contract to be exercised solely by the state.

ARTICLE 4. Consideration:

4.1: In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed: $????????????? in accordance with the provisions of Appendix D.

4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:

11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact		Email Address			

12. CONTRACTOR		**13 CONTRACTING AGENCY**			
Name of Firm:		Department		Division	
Signature of Authorized Representative		Signature of Procurement Officer			
Printed or Typed Name of Authorized Representative		Printed or Typed Name of Procurement Officer			
Date		Date			

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

Sample

APPENDIX A
GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

In case of default by the Contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. Contract Disclosure:

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

7. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

8. Independent Contractor:

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

9. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

10. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

11. Conflicting Provisions:

Unless specifically amended and approved by the State of Alaska, Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

12. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

13. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

Sample

14. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

15. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

16. Contract Extension:

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

17. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

18. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

19. Termination.

a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

20. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Sample